# BRUHAT BANGALORE MAHANAGARA PALIKE

**No.E.E.(JN)/DM/e-proc/08/2024-25** **Office of the Executive Engineer**

**Jayanagar Division, BBMP.**
**39th Cross, 18th Main,**
**Jayanagar - 4th"T" Block,**
**Bangalore-560041**
**eejayanagarbbmp@gmail.com**
**Ph:8022975711,** **Dated:-17-2-2025**

## Request for Proposal For Collection of parking fees at Jayanagara shopping complex

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**39th Cross, 18th Main, Jayanagar - 4th"T" Block,**
**Bangalore-560041**
**eejayanagarbbmp@gmail.com Ph:8022975711,**
**Dated:-17-02-2025**

## INVITATION FOR SHORT TENDER

## (Through GOK KPPP Portal only)

## (Two Cover)

The Executive Engineer, Jayanagar, Division, BBMP, invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Bidders from the reputed and experienced contracting agencies who are experienced in the collection of parking fee in the table below. The bidder may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz., https://kppp.karnataka.gov.in.)

| Sl. | Name of work | EMD amount in Rs. | Cost of tender form in Rs. (Non-refundable inclusive of all Taxes | Type of contract | Time period of the tender |
|---|---|---|---|---|---|
| 1 | Collection of parking fees at Jayanagara shopping complex (Call-3) | 1,70,349 /- | As per e-procurement portal | Lump sum cost | 3 years |

### Calendar of Events

| | | |
|---|---|---|
| 1 | Last Date and Time for uploading tenders in e portal https://kppp.karnataka.gov.in | On 06-03-2025 Upto 16:00 P.M. |
| 2 | Date and Time of Opening Technical Biding the e-Portal : | On 07-03-2025 at 16.05 P.M. |
| 3 | Date and Time of Opening Financial Bid in the e-Portal : | On 10-03-2025 at 16.05 P.M. or After Technical bid approval. |

1. **Pre-bid meeting**:

A pre-tender meeting will be held on date: **27-02-2025** at 3.00 pm at the office of the **Executive Engineer, Jayanagar Division, BBMP.** The bidders are requested to submit any queries by post or in person so as to reach this office before Date:27-02-2025 the office of the Executive Engineer, Jayanagar Division.

## 2 Eligibility criteria:-

a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
b) No Joint Venture / Consortium is permissible
c) Any individual Firm/Agency, partnership firm, company having suitable technical, financial and managerial capabilities satisfying the following conditions are eligible to apply.
d) Bidders must have an established office in Bangalore with necessary infrastructure required like computers, telephones, printers, fax, E-mail facilities etc,

**Tender Conditions**:

3 No Manual ticket is allowed, parking fee should be collected based on electronic bill generating device (Semi automatic ticket billing machine).
4 The tender comprises two cover systems of (i) technical bid and (ii) Financial bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid contains bill of quantities (BOQ) which will be opened only if the bidder is found to be qualified to execute the tendered work.
5 Prospective bidders shall furnish their financial offer is lump sum of amount put to tender. The contracting agency should pay the applicable taxes like CST/ Service tax etc., prevailing at the time of tender to the concerned departments and furnish the copy of such payments made to this office.
6 Tender documents may be downloaded from Government of Karnataka e-procurement website https://kppp.karnataka.gov.in under login for contractors, aspiring bidders/bidders who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in
7 Bidders can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://kppp.karnataka.gov.in after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidder will be discharged only after the successful bidder entering into agreement with BBMP.
8 Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, EMD and tender processing fee through e-payment, failing which the bid will not be considered. However, a copy of the uploaded information in the form of booklet shall be submitted to office. The documents uploaded through e-portal only shall be considered for processing.
9 Any effort by the bidders, to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the bidders bid.
10 A successful bidders will have to execute an agreement with Joint Commissioner (South), BBMP within 7 days up to the receipt of the intimation along with performance security of 10% of the contract price of contract services for parking fee collection in the form of Bank Guarantee obtained from a Nationalized Bank/ scheduled bank payable at Bangalore The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interest in the work and action bill be taken to get the work executed through alternate agency , with forfeiture of the performance security (10%) and EMD.
11 Bidders will have to execute an agreement with Joint Commissioner (South), BBMP within 7 days upon receipt of intimation, failing which his tender will be rejected and EMD will be forfeited.
12 The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work an action will be taken to get the works executed through alternate bidder.
13 Corrigendum's/ modifications/corrections, if any, will be published in the website only,
14 BBMP reserves the right to accept/ reject any or all tenders without assigning any reasons.

15 Further details of work can be obtained in the office of the Executive Engineer, Jayanagar Division.

16 For details, registration and e-payment visit GOK e-procurement website https://kppp.karnataka.gov.in or contract e-procurement helpdesk at 080-22975713.

**Sd/-**
**Executive Engineer**
**Jayanagar Division**

**Copy submitted for kind information:**

1) P S to Commissioner to bring into the notice of the Hon'ble Commissioner.
2) Special Commissioner (Projects) for kind information.
3) Joint Commissioner (South) for kind information.
4) Engineer – in – Chief for kind information.
5) Chief Engineer (South) for kind information
6) The Council Secretary to bring into notice of the Standing Committee ( Tax & Finance)
7) The District Tender Bulletin Officer and the Deputy Commissioner, Bangalore Urban District with a Request to publish the same in the District Tender Bulletin.
8) CAO / Chief Auditor for kind information.
9) I T. Advisor with a Request to publish the same in the BBMP Website.
10) All Executive Engineers with a Request to publish the same in the Display / Notice Boards.
11) Accounts Superintendent / Cashier for information for necessary action.
12) Public Relation Officer, BBMP for information and to publish in two leading Newspapers in Kannada and English.
13) Notice board
14) Office Copy.

**Executive Engineer**

**Jayanagar Division**

**BRUHATH BENGALURU MAHANAGARA PALIKE**

Dear Service Providers,

1. BBMP EE Jayanagar, Division invites Proposals under eProcurement (two cover system) for Collection of parking fees at Jayanagara shopping complex of BBMP (call-3)on outsourced bases for a period of **three years**. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

Executive Engineer

Jayanagar Division

Bruhat Bangalore Mahanagara Palike

# SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

# 1. Introduction

1.1. The Executive Engineer, Jayanagar Division BBMP, invites proposals under eProcurement (two cover system) for **Collection of parking fees at Jayanagara shopping complex** (call-3) of BBMP on outsourced bases for a period of **3** years. The RFP is open to all service providers registered in India. The service providers will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-bid meeting as the per the RFP schedule. Attending the pre-bid meeting is optional.

1.3. The Service provider should obtain the necessary required licenses and permits needed to carry out the services.

1.4. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.5. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.5.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.5.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.5.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.5.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has

engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.5.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.6. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

## 2. Clarification and Amendment of RFP Documents

2.1. Clarifications may be uploaded online in eProcurement portal as per the RFP Schedule. Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum/corrigendum. Addendum/corrigendum will be uploaded in the Eportal only. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

### 3.2. Technical Proposal

3.3. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.4. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.4.1. Service Provider Should not associate with the other Service Providers for this Assignment.

3.4.2. The estimated number of staff required is as follows:

3.5. The Technical Proposal should provide the following documents using the attached Standard Forms:

| | |
|---|---|
| 1. | Earnest Money Deposit 1,70,349/- |
| 2. | GST registration certificate. |
| 3. | ESI registration certificate. |
| 4. | EPF registration certificate. |
| 5. | Labour Department registration certificate. |

| | |
|---|---|
| 6. | Annual Turnover statement of 3 financial years |
| 7. | Details of Service Provider |
| 8. | Format of Affidavit |
| 9. | Description of the methodology and work plan for performing the assignment |

3.6. The Technical Proposal shall not include any financial information.

## Financial Proposal

3.7. The rates for the two-wheeler and four-wheeler parking fees are fixed by ARO Market(Jayanagar) as below:

| **Sl. no** | **Two-Wheeler rates in rupees** | | **Four-Wheeler rates in rupees** | |
|---|---|---|---|---|
| 1 | 0 – 2hrs | 10.00 | 0 - 2 hrs | 30 |
| 2 | 2 to 4 hrs | 20.00 | 2 to 4 hrs | 40 |
| 3 | 4 to 10 hrs | 30.00 | | |
| 4 | 10 to 12 hrs | 40.00 | | |

3.8. Bidders Should quote the rate as follows:

| **Sl.** | **Name** | **Rate per Year** |
|---|---|---|
| 1. | Collection of parking fees at Jayanagara shopping complex(call-3) | |

3.9. Bidder should quote the rate per Year in Indian Rupees. (The rate should be quoted in KPPP portal only).

3.10. The Proposals must remain valid for 90 days after the submission date, during this period. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

## 4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the eProcurement portal https://kppp.karnataka.gov.in. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the eProcurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the eProcurement portal.

## 5. Proposal Evaluation

### 5.1. General

5.2. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.3. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

### 5.4. Evaluation of Technical Proposals

5.5. The evaluation committee appointed by the Client, evaluates the proposals on the basis of their responsiveness applying the evaluation criteria, point system specified below. Each responsive proposal will be given a technical score ($S_t$). A proposal will be rejected at this stage if it fails to achieve the minimum technical score of 75 points.

| Sl. | Evaluation Criteria | Points |
|---|---|---|
| 1.1. | GST registration certificate. | 10 |
| 1.2. | ESI registration certificate. | 15 |
| 1.3. | EPF registration certificate. | 15 |
| 1.4. | Labour Department registration certificate. | 25 |
| 1.5. | Annual Turnover statement of 3 financial years | 35 |
| | **Total** | **100** |

**Note:**

a) The minimum technical score required to pass is: **75 points**

b) The Employer reserves the right to seek clarification and/or any additional information including documents during the evaluation provided they were existing prior to bid submission, i.e., of historical nature.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

d) All documents to be uploaded on e-portal only and physical submission of documents at a later date or on verification day will not be entertained.

### 5.6. Opening and Evaluation of Financial Proposals; Ranking

5.7. After the technical evaluation is completed, the Client shall mark the proposals in eProcurement Portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the eProcurement portal, who have secured the minimum qualifying mark in the technical evaluation.

5.8. The financial bids shall be opened online in the eProcurement portal.

5.9. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.10. The highest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated below. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P =1) indicated as below, S=St×T%+Sf×P%. The Service provider achieving the highest combined technical/financial score will be selected for the award of contract.

5.11. The formula for determining the financial scores is the following: [Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the highest price, and F the price of the proposal under consideration]

5.12. The weights given to the technical and Financial Proposals are: T= 0.75 and P= 0.25.

5.13. If multiple bidders secured same ranking, then the bidder with the highest annual turnover in any one of the three financial years will be selected for the award of contract.

## 6. Negotiations

6.1. Nil.

## 7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Service Provider on the shortlist that they were unsuccessful and

return the Financial Proposals of those Service Provider who did not pass the technical evaluation.

7.2. The Service Provider is expected to commence the Assignment from January2025 at the location.

7.3. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder should pay one year amount in the form of DD, favoring Chief Commissioner, payable at Bengaluru, bidder should submit contract agreement along with the DD. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

## 8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

# Section III – Technical Proposal – Standard Forms

## 9. Technical Proposal Submission Form

*[To be submitted on company letter head]*

Date: ..../..../.....

To,

Executive Engineer
Jayanagar Division,Division
BBMP

Dear Sir/Madam,

**RFP Ref. No.** **E.E.(JN)/DM/e-proc/08/2024-25**

**Subject:** **Technical Proposal for Work of** Collection of parking fees at Jayanagara shopping complex(call-3)

We, the undersigned, offer for Collection of parking fees at Jayanagara shopping complex(call-3), for the above in accordance with your Request for Proposal vide no. ..... dated ..../..../..... We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity90 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 10. Details of Service Provider'

| Sl. | Particulars | Details | | | | |
|---|---|---|---|---|---|---|
| 1. | Company Name | | | | | |
| 2. | Address of Registered Office | | | | | |
| 3. | Contact Details | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| 4. | Director / CEO details | Name | | | | |
| | | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| 5. | Authorized Signatory for this RFP | Name | | | | |
| | | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| | | [Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP] | | | | |
| 6. | Branch Offices | Sl. | City | State | Address | Landline |
| | | 1. | | | | |
| | | 2. | | | | |
| 7. | Total Number of Staff Employed on bid submission date | Sl. | Designation | | No of Staff Employed | |
| | | 1. | | | | |
| | | 2. | | | | |
| | | | Total | | | |

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 11. Service Provider/s references

*[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]*

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

<table>
<tr><th>Sl.</th><th>Particulars</th><th colspan="4">Details</th></tr>
<tr><td>1.</td><td>Assignment Name</td><td colspan="4"></td></tr>
<tr><td>2.</td><td>Client Name</td><td colspan="4"></td></tr>
<tr><td>3.</td><td>Client Address</td><td colspan="4"></td></tr>
<tr><td rowspan="3">4.</td><td rowspan="3">Client Contact Details</td><td>Name</td><td>Designation</td><td>Mobile</td><td>Email</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td>5.</td><td>Contract Start Date</td><td colspan="4"></td></tr>
<tr><td>6.</td><td>Contract Completion Date</td><td colspan="4"></td></tr>
<tr><td>7.</td><td>Contract Period</td><td colspan="4"></td></tr>
</table>

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 12. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

| Sl. | Particulars | Comments and Suggestions |
|---|---|---|
| 1. | Terms of Reference | |
| 2. | Data, services & facilities to be provided by the client | |

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 13. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology, on how they are going to implement and monitor the collection of parking fees at jayanagar complex .

Brief Note on Following:

- Manpower Deployment in time after the contract award.
- Supervision& Monitoring of fees collection.

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 14. Format of Annual Turnover Statement

*[To be printed on letter head of Chartered Accountant.]*

*[Should be duly signed and certified by Chartered Accountant]*

The Annual Turnover of M/s _____ during the past three years is given below.

| **Sl.** | **Financial Year** | **Turnover (in Crores)** |
|---|---|---|
| 1. | 2021-22 | |
| 2. | 2022-23 | |
| 3. | 2023-24 | |

We certify that the above turnover statement is true and correct.

| | |
|---|---|
| Signature of Chartered Accountant | |
| Seal of Chartered Accountant | |
| Registration Number | |
| Name of Chartered Accountant | |
| UDIN number | |
| Date | |
| Place | |

## 15. Format of Affidavit

*[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]*

*[The affidavit shall be notarized]*

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ..... .....for the Request for Proposalpublished by EE Jayanagar Division ---------- ..... vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentionedproposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted/debarred by BRUHATH BENGALURU MAHANAGARA PALIKEfor the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

# SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

## 16. Financial Proposal Submission Form

(Not Used)

NOTE: To be quoted in the E-portal only.

# SECTION V – TERMS OF REFERENCE (TOR)

## 17. Background

The RFP is being published to appoint a service provider for the Collection of parking fees at Jayanagara shopping complex(call-3) of BBMP for a period of **3 years.** which may be extended based on the performance with approval from competent authority

## 18. An Outline of the Tasks to be Carried Out

1. The Service Provider shall be responsible for Collection of parking fees at Jayanagara shopping complex (call-3) parking location.
2. The Service Provider shall be responsible for providing the requested number of personnel for collection of parking fees, supervision, and maintenance of Jayanagara shopping complex parking.
3. The Successful service Provider is bound to abide by any other Terms & Conditions that may be insisted upon by BBMP and he shall have no right for claiming any remission or compensation in the Contract amount under any circumstances.
4. The Contractor shall furnish the names and residential addresses and other required particulars of his Employees and shall appoint only those who are accepted by the BBMP in the Contract work at his own risk and responsibility and Contractor is not absolved of his responsibility in any event.
5. The Contractor shall not sell, transfer, alienate or sublet the right in any manner to anyone.
6. The Contractor is bound to issue electronically printed receipt for all the Fees collected by him. The fees to be collected by the parties is as below: The contractor should not collect excess fees under any circumstances.

| **Sl. no** | **Two-Wheeler rates in rupees** | | **Four-Wheeler rates in rupees** | |
|---|---|---|---|---|
| 1 | 0 – 2 hrs | 10.00 | 0 – 2 hrs | 30 |
| 2 | 2 to 4 hrs | 20.00 | 2 to 4 hrs | 40 |
| 3 | 4 to 10 hrs | 30.00 | | |
| 4 | 10 to 12 hrs | 40.00 | | |

7. The Contractor shall maintain true and correct account of the daily collections and BBMP, or his Representatives shall have the right of inspection at any time during the subsistence of this Contract. The collection of Fees at the rates and the place shall be done by the Contractor only as specified in the Notification.

8. The Contractor shall not collect the Fees higher than the rates fixed and at the place other than those specified in this Notification and displayed on the Notice Board.
9. The fees collectors should be provided with suitable Uniforms and Identification Badges for themselves and to the Workers employed by them at their own cost.
10. If any disputes arise between the parties and Contractors, decision of the BBMP, or his authorized representative shall be final.
11. The Contractor shall be responsible to keep correct account of the fees collection.
12. The Contractor shall be responsible for any loss or damages made by his employees atlocation.
13. The contractor should clean the premises on daily basis.
14. The necessary maintenance of the jayanagar shopping complex parking area for **3 years** should be done by the contractor itself in consultation with BBMP, necessary permission should be taken from the Joint Commissioner(South) Zone.
15. In case of inconvenience caused due to repairs improvements, modernization, etc., the Contractor has to co-operate with the BBMP and they should not link up these types of issues with any of the above Terms and Conditions.
16. The service provider should arrange the entry and exit points at premises for the proper collection of fees. If required the bidder at his own cost can appoint security guards for the proper collection of entrance fees.
17. If required the bidder should install necessary safety devices such as CCTV at his own cost for the proper collection of fees.
18. The personnel shall take utmost care in the use and handling of equipment, that they are required to use in the discharge of their duties and responsibilities.
19. The personnel shall not indulge in any corrupt practices in discharge of their duties and responsibilities.
20. The personnel deployed by the service provider should be given one day weekly off by making alternative arrangement.
21. The personnel deployed by the Service provider shall conduct themselves with dignity and maintain the decorum of the institutions where they are posted. They mustdischarge their duties in a professional manner.
22. The service providershould besolely responsible for the safety. Further it is responsibility of the agency to

lodge necessary complaints with the local police whenever there is theft attempt to theft.

23. The Service Provider shall ensure that the personnel deployed should also get the credentials (character and antecedents) of the personnel verified by the police and obtain reports thereof.

24. The Service Provider will be responsible to ensure maintain discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.

25. Supervisor employed by the Service Provider should be at the premises check the working of their personnel.

26. The personnel employed by the Service Provider will be in the employment of the Service Provider only. They will not have any claim what so ever in case of filling of regular posts, if any, by the BBMP.

27. If personnel provided by the Service Provider to the BBMP are found to be indulging in any undesirable or unfair activities in the premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of the employer to lodge a complaint before appropriate authorities.

28. The personnel deployed by the Service Provider shall be covered as per applicable Act and Rules under the ESI, PF, Gratuity and Bonus.

29. The Service Provider shall extend all benefitsto them under the various applicable Labour Laws.

30. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

31. The Service Provider shall pay the personnel at the rates as may be notified by the Labour department from time to time. This amount would be paid to the personnel by RTGS only after deducting the employee’s contribution of PF, ESI as prescribed by the Government from time to time.

32. The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within statutorily prescribed period.

33. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

## 19. Composition of Review Committee to Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the JC South BBMP.

# SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

## 20. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……, ,

**BETWEEN**

on the one hand, …… (hereinafter called the "Client")

**AND**

on the other hand, …… (hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC(General Conditions of Contract), attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) RFP document
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Service provider shall make payments to the client in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND BEHALF OF**

BRUHATH BENGALURU MAHANAGARA PALIKE

By,
Executive Engineer
Jayanagar Division
BBMP

**FOR AND BEHALF OF**

*[Name of Service Provider]*

By *[Authorized Signatory]*

# 21. General Conditions of Contract

## 21.1. General Provisions

### 21.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.2.1

   d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 2.6;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Member", in case the Service Provider; ‘Member in Charge’ means the entity specified to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Client under this Contract.

   i) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   j) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

### 21.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### 21.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 21.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in this RFP document.

### 21.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

### 21.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in this RFP.

### 21.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

## 21.2. Commencement, Completion, Modification, and Termination of Contract

### 21.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

### 21.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective.

### 21.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of five years from the date of contract.

### 21.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed byBBMP.

### 21.2.5. Force Majeure

#### 1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 21.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

### 21.2.7. Termination

**1) By the Client**

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) and h of this Clause 2.2.7 (1) and sixty (60) days' in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their Members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) if the service provider fails to pay the collection fees, hereof within forty-five (45) days after receiving written notice from the client that such payment is overdue

i) The Service Provider and their staff shall strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times.

**2) By the Service Provider**

a) The Service Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this Clause 2.2.7 (2):

i) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;

ii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**3) Cessation of Rights and Obligations**

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

**4) Cessation of Services**

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

**5) Payment upon Termination**

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client will not make any payments to the Service Provider:

### 21.3. Obligations of the Service Provider

#### 21.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful

advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

**21.3.2. Conflict of Interest**

**1) Service Provider Not to Benefit from Commissions, Discounts, etc.**

**2) Service Provider and Affiliates Not to engage in certain Activities**

**3) Prohibition of Conflicting Activities**

a) Neither the Service Provider nor their Sub-Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's which would conflict with the activities assigned to them under this Contract;

**21.3.3. Confidentiality**

The Service Provider, their Sub-Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

**21.3.4. Insurance to Be Taken Out by the Service Provider**

(a) It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations; and

(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**21.3.5. Service Provider' Actions Requiring Client's Prior Approval**

The Service Provider shall obtain the Client's prior approval in writing before taking any actions at the site.

**21.3.6. Reporting Obligations**

The Service Provider shall submit to the Client the reports on the daily collection data to BBMP.

**21.3.7. Documents Prepared by the Service Provider to be the Property of the Client**

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

### 21.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

## 21.4. Service Provider' Personnel

### 21.4.1. Description of Personnel

As defined section II clause 3.3.2

### 21.4.2. Removal and/or Replacement of Personnel

1) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
2) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

# 21.5. Obligations of the Client

### 21.5.1. Assistance and Exemptions

1) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

### 21.5.2. Services and Facilities

None

## 21.6. Payments to the BBMP by the service provider

### 21.6.1. Lump Sum amount

Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder should pay one year amount in the form of DD, favoring Chief Commissioner,

payable at Bengaluru, bidder should also submit contract agreement along with the DD.

The service provider has to pay the next year amount before completion of first year in the form of DD, favoring Chief Commissioner, payable at Bengaluru.

### 21.6.2. Contract Price

The Contract price will be the rate finalized in the tender.

### 21.6.3. Payment for Additional Services

Nil.

### 21.6.4. Terms and Conditions of Payment

- The successful Bidder should pay one year amount in the form of DD, favoring Chief Commissioner, payable at Bengaluru
- The service provider has to pay the next year amount before completion of first year in the form of DD, favoring Chief Commissioner, payable at Bengaluru.

### 21.6.5. Interest on Delayed Payments

If the service provider has delayed payments beyond fifteen (15) days after the due date, interest shall be paid to the BBMP at the rate of 10 percent per month.

## 21.7. Settlement of Disputes

### 21.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

### 21.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified below at 2.7.4.

### 21.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

## 21.8. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of

this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP_____

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f. Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

## 22. Checklist for Documents to be submitted

*[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]*

| **Sl.** | **Checklist of Documents** | **Submitted? [Yes/No]** |
|---|---|---|
| 1. | Earnest Money Deposit 1,70,349/- | |
| 2. | GST registration certificate. | |
| 3. | ESI registration certificate. | |
| 4. | EPF registration certificate. | |
| 5. | Labour Department registration certificate. | |
| 6. | Annual Turnover statement of 3 financial years | |
| 7. | Details of Service Provider | |
| 8. | Format of Affidavit | |
| 9. | Description of the methodology and work plan for performing the assignment | |